

Exhibit G

1 UNITED STATES DISTRICT
2 COURT FOR THE DISTRICT OF
3 NEW JERSEY
4 CIVIL ACTION 3:20-cv-13509

5 ANDREW RITZ AND MICHAEL RITZ,

6 Plaintiffs,

Deposition of:
ANDREW RITZ

7 -vs-
8

9 NISSAN-INFINITI LT, TRANS
10 UNION, LLC, EQUIFAX
11 INFORMATION SERVICES, AND
12 EXPERIAN INFORMATION
13 SOLUTIONS, INC.,

Defendant.
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B E F O R E: LISA R. GENTEMPO, a Certified
Court Reporter of the State of New Jersey, at the
offices of VERITEXT VIRTUAL, on SEPTEMBER 9, 2021
commencing at 10:00 a.m. pursuant to Notice.

1 -- an additional amount of wear and tear. It
2 originally was 500, and went up to \$7,500 which
3 which we purchased, I remember that, and that we
4 received a copy of the lease.

5 Q. Okay. Do you recall what the original
6 end date of that lease was?

7 A. It was 24 months from the point that we
8 signed the lease. At the time I did not know
9 exactly what that day was, but I know it was only
10 a 2-year lease.

11 Q. Did you request an extension of the
12 lease term?

13 A. Yes.

14 Q. Were you granted an extension?

15 A. Yes.

16 Q. Do you recall at which date that
17 extension was supposed to end?

18 A. That was 90 days, as far as the lease
19 agreement itself, the lease extension agreement
20 was 90 days from the maturity date. But, I mean I
21 had a few chats on the NMAC website confirming
22 certain vehicles up to the actual return of the
23 car. And they did a couple different times, they
24 confirmed that the hard date to return the car was
25 August 9, 2019.

1 Q. Okay.

2 A. That was date certain to return the
3 car. The lease extension agreement had in it that
4 we can return the car at any point up to that
5 date, but that was the definitive last day to
6 return that car.

7 Q. Okay. Did you return the vehicle to DCH
8 Freehold on August 9, 2019?

9 A. Yes, we did.

10 Q. Did you make an appointment prior to
11 that time to?

12 A. No, we did not. With the dealership to
13 return the car?

14 Q. Yes, with DCH or any other dealer?

15 A. We made an appointment with a dealer to
16 discuss -- this was Toms River dealership, we made
17 an appointment to possibly discuss purchasing the
18 car, but the amount, the purchase amount that was
19 outlined in the lease agreement I could not agree
20 too, with the lease payments. The total of the
21 lease payments and the amount to purchase the car
22 that was outlined in the lease agreement, that
23 would have been over the sticker price, I could
24 not in good conscience agree to a price like that.
25 So, I reached out to the head dealership, the

1 person I talked to was going on vacation, so I had
2 to make an appointment with him. And once I
3 returned from vacation to talk about that, when I
4 sat down to talk about it, that was a number that
5 could not be negotiated, that number to purchase
6 the car that was in the lease agreement could not
7 be negotiated. But he did help us reach out to
8 NMAC to discuss an extension lease agreement, and
9 that is where that came from.

10 Q. Okay. But for purposes of returning the
11 vehicle, returning the vehicle at the end of the
12 lease term, you had to make an appointment is that
13 correct?

14 A. I did not think one was required.

15 Q. Okay. I'm going to try and share the
16 screen with you. I would like to show just one
17 exhibit if I may. You produced this as part of
18 your discovery. Can you see the document I'm
19 showing you? If you look at the top of the page
20 it says, "end of lease", it's by Nissan. You
21 produced this as part of your discovery packet,
22 and I'm scrolling down to page 000170.

23
24
25 (A brief recess was taken.)

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Q. We were discussing the document that I'm showing you Bates stamped Ritz 000170. This was produced by you during discovery exchange. Does this document look at all familiar to you?

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A. I'm not familiar with it. I mean there were a lot of documents, there are a stack of payments like this that I submitted to my attorney, I'm not as familiar with it as I am with other documents in that pile of documents.

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Q. This document, if you can just take a look at what it states, it discusses the lease return, and then on paragraph three, you will see a section on the bottom 000170, paragraph three, make a vehicle return appointment with your Nissan dealership. Did you make that appointment as per these instructions?

18

19

GUERINO CENTO: Objection, compound, calls for a legal conclusion.

20

21

Q. You can go ahead and answer please, to the best of your knowledge, it's a yes or no.

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A. Well, to me it's not really -- I don't know when I might have looked at the stuff, either before the return of the car or after. I do know that I referred to the lease agreement several

1 times before returning the car because it had
2 important information. It said I needed to return
3 the car to the Nissan dealership or other
4 specified location.

5 Q. I just --

6 A. An appointment was not required, it
7 also had other information that what items could
8 be considered under the wear and tear. What were
9 considered, maintenance, I referred to that more
10 than several times before.

11 Q. Understood.

12 A. This document, I may have looked at
13 probably, but I don't remember.

14 Q. Thank you. It was produced in your
15 discovery packet, I wanted to see if you had
16 referred to this document at all before, thank you
17 for that. We will Mark this I guess for purpose of
18 the deposition as D-1.

19

20 (Exhibit marked D-1 for identification.)

21

22 Q. In your complaint, in your Answers to
23 Interrogatories you mention that you had a dispute
24 at the dealership when you returned the vehicle.
25 Can you just give me some background facts as to

1 what occurred there? What's your version of the
2 events that occurred at DCH when you tried to
3 return the vehicle August 9th?

4 A. Well, my father and I got there in the
5 morning, with the car. When we got there I took
6 the plates off the car, and my father followed me
7 in our new car, which was an older Toyota. Put the
8 plates in the car. Because I wanted those plates,
9 it was the last day to return the car, I wanted
10 the plates returned to motor vehicle by myself. I
11 did not want them forgotten on somebody's desk and
12 returned later. The insurance was due to come off
13 the car at midnight that day, and I did not want
14 any problems with lapse or anything else. When --
15 went in, you know, let people know we were there,
16 and waited for the sales manager to become
17 available. When he did he said, "you don't have an
18 appointment to return the car, I'm not returning
19 the car for you. You can go to any dealership in
20 the State of New Jersey, nobody is going to return
21 this car for you. I showed him the lease extension
22 agreement and said that this is Nissan's property
23 and they want it back. They want this car back
24 today. They are the owner of the car, not me. I'm
25 here to return the car. I'm going to leave this

1 car here in your lot. I placed the keys on his
2 desk, he did not say anything, he sat in the
3 chair. I walked by my father out to the parking
4 lot. Got in the car, my father came out a short
5 while later. Got in the car. As we were leaving
6 he came out of the side door, the sales center,
7 and walked out to where the 2017 Nissan was and
8 yelled across the parking lot, "you will never get
9 another car". And that was it.

10 Q. Do you recall the name of the service
11 manager that you spoke with, that you communicated
12 with during this time?

13 A. I did not even get his name. I found
14 out days later, but I did not even -- the name was
15 not offered or anything else. Nothing was offered
16 other than, you know, I'm not going to return this
17 car for you.

18 Q. And you stated that you went back and
19 into the car that you purchased, you said it was
20 an older Toyota?

21 A. No, no, no -- --

22 Q. You can't speak with other people
23 during the deposition, I'm just asking for your
24 personal knowledge please?

25 A. I understand.

1 Q. When did you -- what is the older
2 Toyota that you purchased, when did you purchase
3 that vehicle?

4 A. I purchased that car.

5 Q. Okay.

6 A. Cash, and I believe it was in April or
7 May of 2019, a couple of months before the return
8 of the car, so we had that car.

9 Q. Okay. I want to make sure I'm accurate.
10 Again, this is to the best of your recollection,
11 that is all. And the Toyota, what model is it,
12 year and model?

13 A. I believe it's a 2003 Toyota Echo, I'm
14 sure it's a Toyota Echo, not sure of the year.

15 Q. Did you purchase any other car after
16 you returned in the Nissan Sentra?

17 A. No.

18 Q. You testified that you left the car at
19 the dealership with the keys on the service
20 manager's desk, you did not come back with the
21 Sentra, just for purpose of clarification, it
22 remained at DCH --

23 A. -- I placed two sets, both keys on the
24 corner of his desk and left. And he said if you
25 leave this car here, I'm going to have it towed to

1 your house, I'm only allowed to have so many cars
2 on the lot. I needed to, I showed him that
3 document and said Nissan wants their property
4 back. If I hold onto this car until tomorrow, I
5 have this car without the owner's permission.

6 Q. Did you sign any documents at the
7 dealership when you left the keys on the service
8 manager's desk?

9 A. No, none were offered.

10 Q. Did you sign any end of lease
11 documents?

12 A. None were offered.

13 Q. Did you sign any odometer disclosure
14 statement?

15 A. None were offered.

16 Q. Did you ever contact the finance
17 company Nissan Motor Acceptance Company to advise
18 that the vehicle had been left at the dealership
19 on August 9, 2019?

20 A. Yes, immediately after leaving the
21 dealership I went to New Jersey Motor Vehicle
22 which is a short drive away. Returned the plates,
23 got home, got on the computer, got on NMAC website
24 and started the chat. I told the person that I
25 was chatting with from NMAC, exactly what occurred

1 at the dealership, and that their car was there.
2 That I returned it, the condition I returned it
3 in. I washed and vacuumed that car before I
4 returned it. When I initially got in the car, I
5 had gotten seat covers, I had taken those seat
6 covers off, the car smelled brand new. I let them
7 know that the condition of the car, and, you know,
8 what more can you do? The car is there, it was in
9 good condition.

10 Q. Do you recall the names of any other
11 individuals at the dealership with whom you may
12 have communicated with when you turned in the
13 vehicle?

14 A. There might have been 1 or 2 other
15 employees of DCH Freehold, I don't remember their
16 names, to let them know that we were there and
17 wanted to speak to someone about returning the
18 car.

19 Q. So you left the dealership without any
20 vehicle keys?

21 A. Right.

22 Q. To the Sentra?

23 A. Right, no keys whatsoever to that car.

24 Q. In your complaint, and in your answers
25 to Interrogatories you testified that you stated

1 stood over me, you can't write that -- anyway,
2 that is exactly what happened.

3 Q. Okay. Before the Nissan Sentra, the
4 2017 Nissan Sentra, have you ever leased a vehicle
5 before?

6 A. No.

7 Q. So this was the first lease experience
8 that you had of a new vehicle?

9 A. Yes.

10 Q. Are you still driving the 2003 Toyota?

11 A. Yes, knock on wood. The car has over
12 200,000 miles on it. It's held together by rubber
13 bands, but we are in it. We are getting places.

14 Q. That is a good thing.

15 A. Yes, it is.

16 Q. As a result of your experience with DCH
17 Freehold, you state that you're credit was
18 effected. Were you ever denied a credit card
19 following this incident at the DCH?

20 A. No. And I have to tell you what went
21 through my mind, I have on one of my credit cards
22 there's a benefit feature that I can see my credit
23 score through Transunion. I looked at that and my
24 credit, my fico score dropped 100 points over
25 night.

1 Q. Was what was it before and what was it
2 after, if you can recall?

3 A. It was definitely over eight hundred
4 and it was 100 points lower.

5 Q. In the sevens?

6 A. Yes, definitely, absolutely definitely.
7 And I'm just the kind of person why make a bad
8 situation worse. You know, sometimes just leave
9 things alone until they get fixed. You know, my
10 first thought with seeing my fico score like that,
11 I can't apply for anything until this gets fixed.
12 So there is not a slew of inquiries without credit
13 granting, things like that. Just leave it alone
14 until it gets fixed. I tried to fix it myself
15 until I reached the end of what I can do and then
16 I contacted Mr. Cento.

17 Q. Okay. Do you know what your current
18 credit score is as of today?

19 A. I think it's 822 to be exact.

20 Q. How often do you check your credit
21 score?

22 A. I believe three of my credit cards
23 have the opportunity to at least look at the score
24 plus look at my report on an ongoing basis. I
25 look at it frequently to see where I'm at, to see

1 what's being recorded, do the balances look right.
2 I don't do a reconciliation or anything like that.
3 But I do check for, you know, for accuracy.

4 Q. I would like to share the screen again.
5 Mr. Ritz, can you see the shared screen?

6 A. Yes, I can.

7 Q. I'm going to take you to the beginning
8 of the document so that you can see what it is. It
9 is titled in the center of the page the responses
10 of Nissan's first set of interrogatories by
11 Andrew Ritz. Do you recall seeing this document at
12 all?

13 A. Yes.

14 Q. Do you recall providing answers to
15 these questions?

16 A. Yes, I do.

17 Q. I would like to refer you to page 23. I
18 will scroll down to it.

19 A. I have a copy of it in front of me.

20 Q. Whatever is easier for you to reference
21 that is fine. Let me know when you're there?

22 A. All right I'm there.

23 Q. At the bottom of page 23 you mentioned
24 USAA American express credit card that you wanted
25 to apply for. Did you apply for that credit card

1 after this incident with NMAC and DCH Freehold?

2 A. Yes, I did, but months after I
3 initially looked at it.

4 Q. Were you denied this credit card?

5 A. No, I was accepted, I waited for after
6 NMAC posted a letter to that website saying that
7 they reversed the late.

8 Q. Do you presently use this credit card?

9 A. Yes, I do, it has five percent off gas.

10 Q. How many credit cards do you have in
11 your name, if you can recall?

12 A. 9 or 10. They each fit a specific
13 purpose.

14 Q. From August of 2019 when you were --
15 when you say you turned in the vehicle at DCH
16 until the present, have you ever been denied a
17 credit card?

18 A. No, I have not applied. The first time
19 I applied for a credit card after August was in
20 January or February of 2020.

21 Q. And, were you granted that credit card,
22 you were not denied?

23 A. I was granted the USAA, I had to wait a
24 couple days for the Chase Amazon. It was not
25 instant. I had to wait.

1 Q. Were you ever denied a loan or mortgage
2 application after August 2019?

3 A. I did not apply.

4 Q. Okay. Did this incident, after
5 August 2019, at the all affect your employment at
6 Target?

7 GUERINO CENTO: Objection, vague.

8 Q. Your employment status? Did you
9 continue to work.

10 A. I don't know what they are able to
11 access, so I'm totally unaware.

12 Q. Were you ever denied any insurance
13 benefits as a result of the incident from
14 August 2019 to the present?

15 A. I would say it's very possible because
16 I applied to USAA insurance, and I was given a
17 very high quote. I'm aware that insurance
18 companies access credit reports in their rating.
19 It may or may not have.

20 Q. But you were not denied coverage?

21 A. No.

22 Q. I would like to take you to page 18 of
23 your Answers to Interrogatories. I will just
24 scroll up there. At the top of the page you
25 provide some background as to your financial

1 communications, and so forth. Do you recall the
2 total amount of money that you spent there as a
3 result of this action?

4 A. About the last time that I disputed
5 this with NMAC by letter by certified mail, I had
6 put an amount from receipts, that it was over
7 \$100.00 at that point. In photo copying, postage,
8 mailing supplies, mileage to Staples and Post
9 Office, and it came out to over \$100.00. But
10 after that point I stopped keeping track.

11 Q. Do you recall whether you suffered any
12 other financial losses after August 2019 as a
13 result of this action?

14 A. I don't know how you quantify it, but I
15 know there's, to anyone that access's a credit
16 report in granting credit, a hiring decision,
17 binding it as an insurance policy, or rating an
18 insurance policy, while this was on there, there's
19 no doubt in my mind that that could have affected
20 me in a very negative way.

21 Q. But you suffered no quantifiable loss,
22 no expense that you can point to as a result of
23 this action in August of 2019 to the present?

24 A. Only opportunity loss.

25 Q. How do you quantify?

1 A. --

2 Q. I would like to take you to page 26,
3 there is a table there that you titled
4 non-pecuniary damages.

5 A. Yes, I see that.

6 Q. And, you know various forms of damage,
7 including loss of sleep, nervousness, frustration,
8 mental anguish, injury to reputation. Did you
9 ever seek any type of medical treatment for any of
10 these issues?

11 A. No, I did not.

12 Q. Did you ever take any time off of work
13 because of any of these issues?

14 A. No.

15 Q. Did you lose any work opportunities as
16 a result of any of these issues?

17 A. No.

18 Q. You mention mental distress here as
19 well. Did you ever seek any type of medical
20 attention for stress, counseling or therapy?

21 A. No, and that is not to say any of this
22 was not going on, it was.

23 Q. That's okay.

24 A. That is truthful, it's a percentage of
25 what I experienced in that \$100,000. That is the

1 magnitude of what I experienced in each of those
2 categories.

3 Q. You mention injury to reputation, can
4 you elaborate how your reputation was injured?

5 A. I had to -- the amount of photocopying
6 I had to do could not be done on my printer, I
7 would be going through cartridges -- I had to go
8 to Staples. Obviously that stuff that you put
9 through Staples is recorded somewhere. And, you
10 know, there are probably people watching what
11 people are doing. They can put a name to a face
12 to what somebody is doing. That's little bit of
13 an embarrassment.

14 Q. That is based on your own personal
15 speculation, correct? You don't know that this
16 occurred?

17 A. There's no actual incident of somebody
18 saying you are less of a human because of this.
19 But, you know, that is what goes through my mind
20 when I'm doing this. Making photo copies at
21 Staples that goes through my mind anyway.

22 Q. So you were not prescribed any sort of
23 medications for any of these issues that you
24 outlined?

25 A. No, I did not feel it necessary to go

1 to a doctor for this.

2 Q. Okay.

3 A. And again, not to say that I was not
4 experiencing these things, but I did not think it
5 was at a level where I had to seek medical
6 attention.

7 Q. You mention also injury to family work
8 in that table, can you elaborate what you mean by
9 that?

10 A. Sure.

11 Q. Well being and injury to family work?

12 A. Sure, obviously the Well being, you
13 know, it injured my credit rating, my availability
14 to get credit, I'm 55, my father is my only living
15 relative. You know, I want my father to live until
16 he is over 100, but, you know, at some point
17 everybody goes. And when he goes, I'm by myself.

18 Q. Okay. I understand.

19 A. I have to have these things in place
20 for when that happens. I have to have good credit.
21 I have have a savings, I have to have all these
22 things in place. And when this happened, I helped
23 my father with his side of it, just because it's a
24 duplication. You know, I did mine, and his is
25 exactly the same, so I helped him with his. But,